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Attorneys for Plaintiffs
INSIGHT ENTERPRISES, INC. and
INSIGHT DIRECT USA, INC.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

INSIGHT ENTERPRISES, INC., a Delaware
corporation, and INSIGHT DIRECT USA, INC.,
an Illinois corporation,

Plaintiffs,

v.

AMERICA'S VACATION CENTER, LLC, a
Florida limited liability company,

Defendant.

No.

**COMPLAINT FOR INJUNCTIVE RELIEF
AND DAMAGES AND DEMAND FOR
JURY TRIAL**

COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

Plaintiffs Insight Enterprises, Inc. and Insight Direct USA, Inc., by their attorneys, bring this action against Defendant America's Vacation Center, LLC for injunctive relief and damages. As grounds therefore, Plaintiffs state as follows:

NATURE OF THIS ACTION

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3 1. This is an action for injunctive and monetary relief for acts of trademark
4 infringement, unfair competition, cybersquatting, unauthorized commercial use of name, and tortious
5 interference with prospective economic advantage.

PARTIES

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7
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9 2. Plaintiff Insight Enterprises, Inc. ("Insight Inc.") is a Delaware corporation with its
10 principal place of business in Tempe, Arizona.

11
12 3. Plaintiff Insight Enterprises, Inc. ("Insight Inc.") is a Delaware corporation with its
13 principal place of business in Tempe, Arizona.

14
15 4. Upon information and belief, Defendant America's Vacation Center, LLC ("AVC") is
16 a Florida limited liability company with its principal place of business in Miami, Florida and its
17 headquarters in San Diego, California.

JURISDICTION AND VENUE

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19
20
21 5. This civil action arises under the Lanham Act, 15 U.S.C. § 1051 et seq., and state law.
22 This Court has jurisdiction under 15 U.S.C. § 1121(a), 28 U.S.C. §§ 1331, 1338, and under the
23 principles of supplemental jurisdiction, 28 U.S.C. § 1367(a).

24
25 6. Venue is proper in this district under 28 U.S.C. § 1391(b)(2) in that a substantial part
26 of the events or omissions giving rise to the claims occurred in this district.

FACTS COMMON TO ALL COUNTS

7. Insight Direct USA, Inc. is the wholly-owned subsidiary of Insight Enterprises, Inc. (collectively, Insight Enterprises, Inc. and Insight Direct USA, Inc. are referred to as "Plaintiffs" or "Insight").

8. Insight is a leading provider of top name-brand information technology ("IT") hardware and software, as well as advanced IT services. Insight operates in over 170 countries in North America, Europe, the Middle East, Africa, and Asia-Pacific. Insight sells, among other things, computer-related products, software, network and connectivity products, printers, and more. Insight also provides advanced IT services, such as custom configuration, integration, enterprise consulting, resource management, and project management. Insight Direct also provides staffing solutions to clients in the IT field. Since 1995, Insight Enterprises, Inc. has been listed on the NASDAQ exchange under the symbol NSIT and was recently rated as a "Fortune 500" company.

9. In addition to using the trade names "Insight Enterprises, Inc.," "Insight Direct USA, Inc.," "insight.com," and "www.insight.com" to identify itself in commerce, Insight uses the mark "Insight" and has used the mark "Insight" continuously for over a decade.

10. Insight annually spends tens of millions of dollars in advertising using the "Insight" mark.

11. In or about 1995, Insight Direct obtained a federal registration under the mark "Insight" for goods and services: "mail order catalog services and retail store services of microcomputers and components . . ." The registration number is 1940956.

12. In 1995, Insight Direct, Inc. obtained and began using the website www.insight.com ("Insight's Website"). Insight Direct, Inc. was subsequently merged with and into Insight Direct.

1 13. Upon information and belief, AVC is a travel agency with affiliates throughout the
2 world.

3
4 14. AVC is the registrant and/or owner of the domain name
5 www.americasvacationcenter.com ("AVC's Website").

6
7 15. On information and belief, AVC entered into a transaction with Google, Inc.
8 ("Google"), which is located in Mountain View, California. On further information and belief, AVC
9 paid Google for the terms "www.insight.com" and/or "insight.com" as adwords or keywords, such
10 that when an internet user enters either of those terms in Google's search engine on Google's Home
11 Page (*see* Exhibits A & B), an AVC advertisement (the "Advertisement") is listed at the top of the
12 search results as a "Sponsored Link." (*See* Exhibits C & D, attached hereto and incorporated herein
13 by reference.)

14
15 16. The Advertisement does not include the domain name of AVC's Website, but rather
16 includes the domain name of Insight's Website.

17
18 17. Indeed, the first line of the Advertisement appears in bold and high-lighted text as
19 either as "**Www.insight.com**" or "**Insight.com**" (depending on the search term entered). (*See*
20 Exhibits C & D.) In other words, the first line of the Advertisement is the domain name of Insight's
21 Website. But when users click on what clearly appears to be a link to Insight's Website (it uses
22 Insight's domain name after all), they are instead taken to AVC's Website or to
23 www.americasvacationcenter.com.

24
25 18. Although the Advertisement does include what appears to be an AVC-related domain
26 name, "Insight.AmericasVacationCenter.Com," on information and belief AVC does not own or
27 operate any such domain name.
28

determined at trial.

27. AVC's conduct will continue to cause confusion among the general public unless enjoined and restrained by this Court.

28. Insight has suffered and will continue to suffer irreparable harm to its business reputation, goodwill, and internet traffic unless AVC is enjoined and restrained from using the mark "Insight" in its trade name, domain name, advertisements, adwords, keywords, metatags, or otherwise.

29. Insight has no adequate remedy at law and is entitled to injunctive relief.

COUNT II
Violation of the Lanham Act, 15 U.S.C. § 1125(a) – Trademark Infringement/Unfair Competition

30. Insight realleges and reincorporates the allegations in Paragraphs 1 through 29.

31. Insight has continuously used the trade names and/or terms "Insight Enterprises, Inc.," "Insight Direct USA, Inc.," "insight.com," and "www.insight.com" in commerce to identify its companies.

32. Insight has continuously used the mark "Insight" in commerce to identify the goods and services provided by Insight and to distinguish such goods and services from goods and services provided by others.

33. AVC's use of the mark "Insight" and the names and/or terms "insight.com" and "www.insight.com" in commerce on or in connection with goods and/or services has caused confusion, or mistake, or has deceived and/or is likely to cause confusion, or to cause mistake, or to

1 deceive.

2
3 34. AVC has been using the names and/or terms "insight.com" and "www.insight.com"
4 and the mark "Insight" without Insight's authorization.

5
6 35. Upon information and belief, AVC's conduct has been willful, with the intent to
7 cause confusion and deceive.

8
9 36. AVC's conduct has proximately caused damage to Plaintiffs in an amount to be
10 determined at trial.

11
12 37. AVC's conduct will continue to cause confusion among the general public unless
13 enjoined and restrained by this Court.

14
15 38. Insight has suffered and will continue to suffer irreparable harm to its business
16 reputation and goodwill unless AVC is enjoined and restrained from using the names and/or terms
17 "insight.com" and "www.insight.com" and the mark "Insight" in AVC's trade name, domain name,
18 advertisements, adwords, keywords, metatags, or otherwise.

19
20 39. Insight has no adequate remedy at law and is entitled to injunctive relief

21
22 **COUNT III**
23 **Common Law Unfair Competition**

24
25 40. Insight realleges and reincorporates the allegations in Paragraphs 1 through 39.

26
27 41. By virtue of AVC's acts, AVC has engaged in unfair competition with Insight.

1 quality of Insight's mark and/or reputation in its products and business unless AVC is enjoined and
2 restrained from using the names and/or terms "insight.com" and "www.insight.com" and the mark
3 "Insight" in AVC's trade name, domain name, advertisements, adwords, keywords, metatags, or
4 otherwise.

5
6 50. Insight has no adequate remedy at law and is entitled to injunctive relief.

7
8 **COUNT V**

9 **Violation of California Civil Code § 3344 – Unauthorized Commercial Use of Name**

10 51. Insight realleges and reincorporates the allegations in Paragraphs 1 through 50.

11
12 52. AVC knowingly used, and is using, Insight's names for purposes of advertising or
13 selling, or soliciting purchases of services, without Insight's consent, in violation of California Civil
14 Code § 3344.

15
16 53. AVC is liable to Insight in an amount equal to the greater of \$750.00 or the actual
17 damages suffered by Insight as a result of AVC's unauthorized use of Insight's names, plus an
18 amount equal to AVC's profits attributable to its unauthorized use of Insight's names and punitive
19 damages in an amount to be determined at trial, along with attorneys' fees and costs.

20
21 **COUNT VI**

22 **Violation of Lanham Act, 15 U.S.C. § 1125(d) - Cybersquatting**

23
24 54. Insight realleges and reincorporates the allegations in Paragraphs 1 through 53.

25
26 55. Insight's names, "insight.com" and "www.insight.com," and its mark, "Insight," are
27 protectible under 15 U.S.C. § 1125.
28

Complaint for Injunctive Relief and Damages and Demand for Jury Trial

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

1 A. Permanently enjoining AVC and its officers, agents, servants, employees, attorneys,
2 and those persons, firms, or corporations acting in concert and participation with it from using the
3 names and/or terms "insight.com" and "www.insight.com" and the mark "Insight" in AVC's trade
4 name, domain name, advertisements, adwords, keywords, metatags, or otherwise.

5
6 B. Awarding Plaintiffs monetary damages in an amount to be determined at trial;

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8 C. Awarding Plaintiffs treble damages and/or punitive damages in an amount to be
9 determined at trial;

10
11 D. Awarding Plaintiffs monetary relief in an amount equal to AVC's profits attributable
12 to its unauthorized use of Insight's names;

13
14 E. Awarding Plaintiffs statutory damages in the amount of \$100,000;

15
16 F. Awarding Plaintiffs their attorneys' fees, equitable pre-judgment interest at a rate the
17 Court deems just, and costs of suit; and

18
19 G. Awarding such other and further relief as the Court may deem just and proper,
20 including all relief to which Plaintiffs are entitled under Federal and State law.

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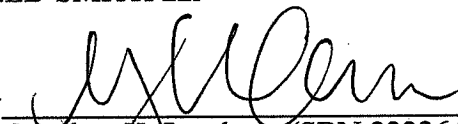
DEMAND FOR JURY TRIAL

Pursuant to Rule 38, Fed. R. Civ. P., Plaintiffs demand trial by jury in this action as to the issue of damages.

DATED: June 5, 2008.

REED SMITH LLP

By



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Attorney for Plaintiffs Insight Enterprises, Inc. and
Insight Direct USA, INC.

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